

**AGREEMENT**

**Between**

**CITY OF JERSEY CITY**

**- and -**

**JERSEY CITY PUBLIC EMPLOYERS, INC, LOCAL, 245**

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**July 1, 2011 through December 31, 2014**

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### PREAMBLE

THIS AGREEMENT entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2010 by and between the CITY OF JERSEY CITY, in the County of Hudson, State of New Jersey, a Municipal Corporation of the State of New Jersey (hereinafter called the "City"), and JERSEY CITY PUBLIC EMPLOYEES, INC., LOCAL 245 (hereinafter called the "Union"), represents the complete final understanding on all bargainable issues.

WHEREAS, the parties have negotiated for the purpose of entering into a Collective Bargaining Agreement;

NOW, THEREFORE, it is agreed as follows:

### ARTICLE 1 RECOGNITION

A. The City hereby recognizes the Union as the exclusive representative on behalf of the following employees in the City's employ, in accordance with the designated jurisdiction of the said Union.

1. Department of Public Works; all Divisions;
2. Department of Water, but excluding the Division of Billing and Collections;
3. Department of Recreation; all divisions;

B. Excluded from this unit shall be employees statutorily excluded by the New Jersey Employer/Employee Relations Act, those represented in other bargaining units, and all employees working less than twenty (20) hours per week.

C. It is agreed that employees who are transferred into departments or divisions for which Local 245 is not the exclusive representative shall cease to be members of Local 245 and shall become members of that union, if any, covering the employee in the department or division into which the employee has been reassigned.

### ARTICLE 2 MAINTENANCE OF STANDARDS

A. All conditions of employment contained in this Agreement relating to wages, hours of employment and general working conditions presently in effect for employees included in this bargaining unit shall be maintained at not less than the standards now in effect, and the conditions of employment shall be modified, wherever specific provisions for modifications are made in this Agreement.

B. Proposed new rules or modifications of existing rules governing working conditions as stated above, shall be negotiated with the Union before they are established.

### ARTICLE 3

The City shall have the right to institute productivity incentive programs, provided that the Union is given notice and the right to negotiate. No employee's base pay shall be diminished by the institution of any such program.

### ARTICLE 4

#### UNION REPRESENTATIVES

A. Authorized representatives of the Union may enter City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances and ascertaining whether or not this Agreement is being observed. When the Union decides to have its representative enter City facilities or premises, it shall notify the appropriate City representative. Upon entering the facility or premises, notice shall be given within a reasonable time, and there shall be no interference with the normal operations of business of the City government, or normal duties of employees.

B. When the parties mutually determine that a negotiation session shall be scheduled during the work day, authorized union negotiating committee members, not to exceed four (4), shall be excused from their normal duties and shall suffer no loss in regular pay thereby.

C. Two (2) members of the Union shall be granted time off to attend State meetings and State Legislative Sessions where there are items on the agenda affecting public employees. Any employee attending such meeting or Legislative session shall provide written proof of attendance upon his/her return to work.

D. Elected officers and Union delegates, not to exceed three (3), shall be granted time off to attend local meetings and caucuses, and the League of Municipalities Convention, provided operation of the various Departments is not impeded by the granting of such request.

E. The President of the Union or his designee, although his primary obligation shall be to his job, shall be given reasonable time off from his normal duties to pursue Union business on behalf of members of the bargaining unit. The Union President shall first report to his Division or Department Director.

### ARTICLE 5

#### RETIREMENT AND TERMINAL LEAVE

A. Employees shall retain all pension rights under the Ordinances of the City of Jersey City and the laws of the State of New Jersey.

B. Members of the bargaining unit who retire on a currently paid or deferred pension under the Employees' Retirement System of Jersey City (ERS) or the Public Employees' Retirement System (PERS) shall receive a mandatory lump sum cash payment in lieu of time off for unused vacation time, unused sick time and unused personal time in accordance with the conditions set forth below. "The employee may elect to receive a lump sum payment or have the payment made in three (3) equal installments"

1. Beginning on the date of execution of this agreement, sick leave payment shall be calculated at eighty (80%) percent of all unused sick leave except as set forth below:

(a) Employees hired by the City into this bargaining Unit on or after April 13, 1992 shall be entitled to a maximum of eighty (80%) percent of thirty (30) sick days, provided that any employee demoted or transferred from other City bargaining units on or after April 13, 1992 who at the time of such demotion or transfer was in the employ of the City in another bargaining unit shall suffer no loss in the level of terminal leave benefits enjoyed by him or her and paid by the City prior to becoming a member of this bargaining unit.

2. In the event an employee suffers a bona fide long term illness and has attained ten (10) years of service in the employ of the City prior to incurring such illness, he may apply to a review committee to restore up to thirty (30) days of sick leave used thereby, if the illness takes place within the two (2) years immediately prior to retirement. The Committee shall consist of one (1) representative of the Union and one (1) representative of the City. The Committee shall consider the length and merit of service in reaching a decision. If the committee members cannot agree, an arbitrator will be selected pursuant to the contractual grievance procedure set forth herein, and his decision shall be binding. Long term "bona fide" illness shall mean only those illnesses or injuries that result in use of forty-five (45) consecutive sick days.

C. In the event an employee eligible for retirement dies prior to such retirement, terminal leave benefits as set forth above shall be paid to the estate of the employee. The term "Eligible for retirement" means an employee has at least ten (10) years of credited service into either ERS or PERS.

D. In the event of death, all unused sick time, for the year of death only, shall be prorated, inclusive through the month of death, and shall be paid to the estate for an employee not eligible for retirement.

E. All vacation time not granted an employee shall be paid to the estate in the event of his death, to include vacation time for the year of his death.

#### ARTICLE 6 NON-DISCRIMINATION

Neither the City nor the Union shall discriminate against any employee due to that employee's membership, non-membership, participation, lack of participation, or activities on behalf of, or his refraining from activity on behalf of the Union.

#### ARTICLE 7 LEAVE OF ABSENCE

A. The City, in its sole and exclusive discretion, may grant the privilege of an unpaid leave of absence for good cause to a permanent employee for a period not to exceed six (6) months at any one time, provided that the employee has been employed by the City on a continuous basis for at least two (2) years. An employee who desires a leave of absence must submit a written request to his/her supervisor at least one (1) month prior to the beginning of the requested leave, setting forth (1) the reason for the leave of absence and (2) the reason for the length of the time requested. A leave of absence shall not be granted in order for any employee to work at another job unless the job is within the organization of the City of Jersey City; this is not construed to include autonomous agencies of the City of Jersey City. In the event an employee on leave of absence is found to be working at

another job, the approval for the leave shall be immediately revoked and the employee shall be subject to disciplinary action, up to and including discharge.

B. Such leaves of absence may be renewed for good cause for an additional period not to exceed six (6) months, upon the employee's written request, only by formal recommendation of the Division Head and approval of the appointing authority, in the sole and exclusive discretion of the City.

#### **ARTICLE 8** **PERSONAL DAYS**

A. Except as set forth below, each current employee in the bargaining unit shall be entitled to three (3) personal business days per year which shall accumulate for the next succeeding year only in accordance with the current practice for accumulating vacation.

B. No employee shall be entitled to accumulate or utilize these days until they have completed one (1) year of service with the City.

#### **ARTICLE 9** **MANAGEMENT RIGHTS**

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the terms of this Agreement, and then to the extent such terms are in conformity with the Constitution and Laws of the State of New Jersey and of the United States, and the rules and regulations of the Civil Service Commission of New Jersey.

C. The City shall have the exclusive right to install and introduce any new or improved production methods, working conditions or facilities to maintain efficient operations. The City retains its inherent right to direct and control its working force personnel, to determine the number of employees required and to designate the types of positions it deems necessary to function properly prior to the implementation thereof, the City shall discuss the proposed changes with the Union.

#### **ARTICLE 10** **DISCIPLINARY ACTION**

A. The City hereby agrees not to take disciplinary action against any employee except for just cause. In the event that a permanent employee is the subject of major discipline as defined by N.J.A.C. 4A:2-2.2, that employee shall have the right to a departmental hearing, and to an appeal therefrom to the Civil Service Commission. If no appeal to the Civil Service Commission is available on jurisdictional grounds, then the matter may be appealed to arbitration by initiating a grievance at Step 4 of the contractual Grievance Procedure in accordance with the terms thereof. "The City may elect to immediately suspend an employee as permitted by N.J.A.C. 4A:2-2.5"

B. Except in the most aggravated situations, the City agrees not to suspend employees on the spot, and under usual circumstances agrees to give the Union one (1.) day's notice prior to the suspension of an employee.

#### **ARTICLE 11** **BEREAVEMENT LEAVE**

- A. In the event of a death in the eligible employee's immediate family, the employee shall be entitled to time off with pay for a period of four (4) work days beginning from the day of death.
- B. Immediate family, for purposes of this Article, shall be defined as follows: husband, wife, mother, father, son, daughter, step son, step daughter, sister, brother, grandparent, grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, and daughter-in-law grandparent-in-law.
- C. An eligible employee shall also be entitled to one (1) work day off for attendance at the funeral of an aunt, uncle, niece or nephew of himself or his spouse, or any relative residing in the employee's household, other than those relatives listed in Paragraph B, above.
- D. Reasonable verification of the event shall be required.

#### **ARTICLE 12** **MILITARY LEAVE**

- A. The City hereby agrees to grant military leave to employees in accordance with N.J.S.A. 38:23-1, N.J.S.A. 38A:4-4, and all applicable regulations or as otherwise provided for under Federal and State law.
- B. All members of the National Guard or Reserves will be granted time off with full pay to attend required drills. Such time off will be in addition to vacation, sick and administrative leave.
- C. In the event an employee is called to federal active duty, the employee shall receive the difference in pay between his/her military pay and his/her regular pay for up to one hundred eighty (180) days. The City may, at its option, extend the one hundred eighty (180) day limit.

#### **ARTICLE 13** **BULLETIN BOARDS**

The City shall permit the installation of bulletin boards at the expense of the Union should the Union decide to use a bulletin board other than the ones provided by the City. The Director of the Department shall determine the exact locations and sizes of the boards to be installed.

#### **ARTICLE 14** **DUES CHECK-OFF REPRESENTATION FEE**

- A. The City agrees to deduct Union dues from the salaries of the employees included in this bargaining unit upon receipt of signed Union cards the same to be deemed authorization to deduct dues twice a month and shall remit the dues deducted to the Treasurer of the Union monthly.
- B. Dues deduction shall be in compliance with the statutes and laws governing same. Remittance of dues monies deducted, together with records of any corrections shall be submitted to

the Union Treasurer by the fifteenth (15th) day of each month following the pay period in which the deductions were made.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City a copy of the resolution adopted by the Executive Board for the said increase in dues prior to the effective date of any such change.

D. The Union will provide a copy of the membership card for each of its members and the same will be accepted as "check-off" authorization, the said cards to be signed by each member. The said cards are to be delivered to the Payroll Supervisor. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Union to the City.

E. The City will provide the Union, prior to January 1 and July 1 of each year, a list of any employees requesting the termination of dues check-off.

F. Representation Fee

1. Purpose of Fee. If any eligible member of this bargaining unit does not become a member of the Union upon being employed by the City said employee will be required to pay a representation fee to the Union for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

2. Amount of Fee

(a) Notification. Prior to the beginning of each membership year, the Union will notify the City, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.

(b) Legal Maximum. In order to adequately offset the per capita cost of services rendered by the Union as the majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at eighty-five (85%) percent of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

3. Deduction and Transmission of Fee

(a) Notification. The City will notify the Union upon hiring each employee and the City will deduct from the salaries of such employees, in accordance with Paragraph b below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

(b) Payroll Deduction Schedule. The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee who chooses not to become a member of the Union during the remainder of the membership year in question. The deductions will begin with the first paycheck paid.



(c) Termination of Employment. If an employee who is required to pay a representation fee terminates his or her employment with the City before the Union has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

(d) Mechanics. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of regular membership dues to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

(e) Changes. The Union will notify the City in writing of changes in the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the City receives said notice.

(f) New Employees. On or about the last day of each month beginning with the month this Agreement becomes effective, the City will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees. This list shall be in addition to the requirements of Paragraph 3a above.

#### 4. Identification

The Union, in exchange for implementation of said Agency Shop, hereby agrees to hold the City harmless against any and all claims or suits or any other liability occurring as the result of the implementation of this Agency Shop provision.

### ARTICLE 15

#### HOURS, HOURS, OVERTIME AND SHIFT DIFFERENTIAL

##### A. Work Hours.

1. For all full time blue collar employees, the regular work week shall consist of not more than forty (40) hours in any five (5) days, thirty-five (35) working hours and one (1) one hour lunch period per day. All full time white collar employees shall have a work week of thirty-seven and one-half (37 1/2) hours in any five (5) days, thirty-two and one-half (32 1/2) working hours and one (1) one hour lunch period per day. All employees shall have two 15 minute coffee breaks per day, one in the morning and one in the afternoon but shall not be combined, carried over from day to day or used for any other purpose or consideration such as lateness, leaving early or otherwise. The time for the coffee breaks shall be determined and assigned by management and shall be subject to being changed at management's discretion.

2. The regular work week shall be from Monday through Friday for those employees not regularly scheduled to work Saturday and Sunday. The City reserves the right to place employees hired after January 1, 1982 on a schedule of any five (5) consecutive work days.

3. Notwithstanding anything contained in this Agreement to the contrary, the following section shall apply to all those hired by the City into this bargaining unit after April 13, 1992, unless the employee was demoted or transferred from another City bargaining unit after April 13, 1992.

4. The regular work week shall be from Monday through Friday for those employees not regularly scheduled to work Saturday and Sunday. The City reserves the right to place employees hired after January 1, 1982 on a schedule of any five (5) consecutive work days. The City further reserves the right to place blue collar employees hired after April 13, 1992 on a schedule of any eight (8) consecutive hours in the workday, and to place white collar employees hired after April 13, 1992 on a schedule of any seven (7 'A) hours in the workday. If the City is unable to fulfill its operational and staffing requirements within a given title with employees that were hired after April 13, 1992, additional employees within the required title will be assigned by the City in accordance with the following procedure:

(a) Employees holding the required title or job skills needed to perform the required work will be asked to volunteer for the altered work schedule and those employees that volunteer will be assigned in order of seniority.

(b) If the needed number of employees to be assigned to the altered work schedule exceeds the required amount from the request for volunteers, the City will assign those employees holding the required job title or job skill needed to perform the work based upon seniority.

(c) Employees who are assigned to an altered work schedule as volunteers will be required to work the work schedule for which they have volunteered for not less than twelve (12) months from the date they volunteered. After one (1) year, the City will again seek volunteers and the volunteering employees will be again assigned to the altered work schedule in order of seniority.

(d) If the needed number of employees to be assigned to the altered work schedule does not result from the request for volunteers, the City will assign those employees holding the required title or job skills needed to perform the work based upon inverse seniority.

It is understood that if an employee with special skills is needed to perform required work during the alternate work schedule, the City will have the prerogative to assign that skilled employee without regard to seniority.

#### B. Overtime

1. Employees who are authorized to work in excess of their regularly scheduled work week shall receive straight time for all hours worked up to and including forty (40) hours worked. Any hours so worked beyond forty (40) shall be compensated at time and one-half, except Sunday which will be paid at double time (2x).

For purposes of determining "hours worked," vacation leave with pay, personal days with pay and paid holidays will count. All other time, whether with or without pay, shall not count as hours worked.

For purposes of determining the days of the week relative to the forty (40) hour threshold, the work week will start on Monday and end on Sunday.

2. Any employee who is required to work on a holiday shall receive triple time, regardless of whether the forty (40) hour threshold is reached. Define triple time as regular day plus double time.

3. Employees who are required to work overtime for snow removal duty shall be compensated at double time for such duty regardless of whether the forty (40) hour threshold is reached.

4. Employees who are recalled on emergency work shall receive a minimum guarantee of four (4) hours at the appropriate overtime rate, provided, however, that the City shall have the right to retain the employee for the four (4) hours.

If the City, in its sole and exclusive discretion permits the recalled employee to return home prior to the expiration of the four (4) hour period, that employee shall not qualify for an additional four (4) hours of recall pay in the event another emergency call is received within the initial four (4) hour period which necessitates that employee's return to duty to attend to the emergency.

An employee who receives an emergency call at the end of his/her tour of duty shall not delay in responding to the call in order to qualify for recall pay. Employees who so delay shall be subject to disciplinary action.

5. Hourly rates will be determined by dividing the annual salary by 2088 hours for forty (40) hour employees, and 1827 hours for thirty-five (35) hours employees. Effective January 1, 1997, hourly rates will be determined by dividing the annual salary by 2088 hours for forty (40) hour employees, and 1957.5 hours for thirty-seven and one-half (37 1/2) hour employees.

6. Overtime shall be awarded based upon a rotating seniority list within each unit and qualifications to do the particular job.

7. There shall be no compensatory time given in lieu of work that can be considered overtime.

8. The City shall distribute paychecks by 3:00 p.m. on pay day, barring any unusual circumstances. The City will notify the Union prior to scheduling overtime whenever possible.

9. Except in exigent circumstances, the City agrees to pay for overtime within two (2) weeks.

10. All changes in overtime pursuant to this Agreement shall be effective with the pay period following the date of execution hereof.

#### C. Shift Differential.

1. Employees who work on a shift schedule between 4:00 P.M. and 8:00 A.M. shall receive a differential for each hour between 4:00 P.M. and 8:00 A.M. Effective January 1, 2013, increase shift differential to sixty (.60) cents. from 4 pm to 8 am.

2. In order to qualify for the shift differential the employee's entire shift must have been worked between the hours of 4:00 P.M. and 8:00 A.M.

3. Effective January 1, 1997, employees who work on a shift schedule between 12:00 noon and 5:00 A.M. shall receive a differential for each hour of their shift of forty (\$.40) cents per hour. In order to qualify for the shift differential, the employee's shift must have started at a time between 12:00 noon and 5:00 A.M. It is understood that employees whose shifts start at 5:01 A.M. through 11:59 A.M. shall not receive shift differential for any hour of their shift.

**ARTICLE 16**  
**LONGEVITY**

Effective 1/1/14 employees hired prior to July 1, 2013 shall receive the following Longevity to base pay:

After five (5) years of service	\$250.00
After ten (10) years of service	\$500.00
After fifteen (15) years of service	\$750.00
After twenty (20) years of service	\$1000.00
After twenty five (25) years of service	\$1250.00
After thirty (30) years of service	\$1500.00

Longevity shall be eliminated for employees hired on or after July 1, 2013.

**ARTICLE 17**  
**HOLIDAYS**

A. The following fourteen (14) days shall be recognized as paid holidays:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Election (November) Day  
Veterans' Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day

Each of the fourteen (14) Holidays shall be recognized as paid holidays for those employees who:

- (1) Actually work on their work days immediately preceding and following the Holiday; or
- (2) Are on an approved Annual Leave Day or Personal Business Day on their work days immediately preceding and following the Holiday, or
- (3) Are on a paid sick day supported by a doctor's note, or
- (4) Any combination of 1, 2 & 3; or
- (5) Any other exceptions will result in a failure to be paid for the Holiday. 1/2 sick are not before or after.

B. Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday.

C. Whenever any of the holidays listed above falls on Sunday, the succeeding Monday shall be observed as the holiday.

D. If any employee has a work week other than Monday through Friday and a holiday falls on the employee's regular day off, the employee shall be entitled to a compensatory day in lieu of the holiday. Such compensatory day is to be scheduled with the agreement of management.

#### ARTICLE 18 HEALTH AND SAFETY

A. First Aid.

The City will provide first aid equipment and necessary supplies in convenient and appropriate locations in all buildings and areas where employees are assigned to duty.

B. Vehicle Safety Conditions.

1. All vehicles and equipment shall conform to all safety and State regulations. Said vehicles shall be in safe and operable condition. No employee shall operate any unsafe vehicle declared unsafe by Director of Automotive Services or his qualified representative.

2. It shall be the obligation of each employee to immediately report any damage or malfunction of the vehicle assigned to the employee to his immediate supervisor and/or the motor pool.

C. Sanitary Conditions.

The City shall provide and maintain sanitary conditions in all facilities, including toilets, areas of employment and designated eating areas.

D. The City will make every effort to provide for the safety of its employees, and at the discretion of the Department Director, or his/her designee, will, where necessary, send two (2) employees into dangerous work situations.

E. When temperatures reach extremes which make it dangerous to employees' health, employees shall be permitted to take a reasonable break for recuperative purposes at the discretion of the Director.

F. Uniforms.

1. Security guards will be provided by the City with two (2) sets of uniforms and a seventy-five (\$75.00) dollar maintenance allowance annually.

2. Field employees who are so designated, by management will be provided with three (3) shirts and three (3) pants every two (2) years and a winter jacket every three (3) years.

3. New employees will be supplied uniforms after a reasonable probationary period.

4. All employees who are provided the uniforms must report to work in proper uniform. Failure to wear the uniform may result in the employee not being permitted to work and being docked for the day.

5. All City supplied uniforms are to be turned in at severance for any reason.
6. Subject to the conditions set forth below, in January of each year, each employee who is required to wear a uniform shall receive a clothing maintenance allowance of seventy-five dollars (\$75.00) per year, provided that the employee is on the payroll on January 1st, and during the preceding year the employee has not been on a leave of absence, extended sick leave, and/or sick no pay, absent no pay, or any combination thereof which exceeds in the aggregate ninety (90) work days. In the event that the ninety (90) day threshold has been exceeded, the amount of maintenance payable shall be pro-rated based upon each full month at which the employee has been at work during the preceding year. Statutory leave, or workers compensation leave shall not be counted as a disqualifying leave pursuant to the preceding sentence.
7. Employees who perform asphalt work shall receive up to a \$100.00 reimbursement per calendar year for work boots with proof of purchase

#### **ARTICLE 19**

#### **SENIORITY**

- A. Seniority is defined as an employee's total length of service with the employer beginning with his date of hire.
- B. If two (2) employees are hired on the same date, seniority shall thereafter be determined on the basis of drawing by lot.
- C. One (1) seniority list shall be established for each work unit and another seniority list shall be established for the entire bargaining unit. Each list shall be subject to approval by the Union.
1. In cases of layoffs and demotions, the bargaining unit seniority list shall be utilized as one factor, along with ability to perform and job titles.
2. Vacation schedules shall be arranged in accordance with the work unit seniority list.
- D. Employees shall be permitted to bid for changes of work shift when an individual vacancy arises within the work unit. Management shall have the final decision regarding such changes after giving consideration to seniority as one of the factors to be looked at.

#### **ARTICLE 20**

#### **CHANGES, SUPPLEMENTS OR ALTERATIONS**

Any provisions of this Agreement may be changed, supplemented or altered, provided both parties mutually agree in writing to reopen negotiations on the matters in issue. Any modification resulting from negotiations shall be reduced to writing and made a part of this Agreement.

#### **ARTICLE 21**

#### **NO STRIKE PLEDGE**

- A. The union covenants and agrees that during the term of this Agreement, neither the Union or any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment, work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operations of the employer).

B. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operation of the employer.

C. Nothing contained in this agreement shall be construed to limit or restrict the City or the Union. In their rights to seek and obtain judicial relief as they may be entitled to have in law or in equity for injunction in the event of such breach by the City or the Union.

## ARTICLE 22 NON-CONTRACTUAL GRIEVANCE PROCEDURE

A. Purpose.

1. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall prevent any employee from processing his own grievance provided a Union representative may be present as an observer at any hearing on the individual's grievance.

B. Definition.

The term "grievance" as used herein means any controversy arising over the application of City policies or administrative decisions to the terms and conditions of employment of employees covered by this Agreement.

C. Steps of the Grievance Procedure.

The following constitutes the sole and exclusive method for resolving non-contractual grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

1. Step One.

(a) An aggrieved employee shall institute action under the provisions hereof with ten (10) days of the occurrence of the event being grieved by submitting the grievance in writing to the Department Director. An earnest effort shall be made to settle the difference between the aggrieved employee and the Department Director for the purpose of resolving the matter. Failure by the grievant to act within the said ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The Department Director shall render a decision in writing within five (5) days after receipt of the grievance. Failure to respond within the allotted time by the City's representative shall be deemed a denial of the grievance.

2. Step Two.

(a) In the event the grievance has not been resolved through Step One, then within five (5) days following the determination of the Department Director or his/her designee the grievant shall submit the grievance to the Business Administrator of the City of Jersey City. Failure

by the grievant to act within the five (5) days shall be deemed to constitute an abandonment of the grievance.

(b) In the event either party deems it valuable, a meeting shall be held between the Business Administrator or his/her designee and the grievant and his representative. A written answer to said grievance shall be submitted within ten (10) days from receipt of the grievance or the holding of the conference by the Business Administrator, whichever is later. The decision of the Business Administrator shall be final, as to this procedure, and shall not be subject to arbitration. The Union reserves whatever other right of appeal it may have. Failure to respond within the allotted time by the City's representative shall be deemed a denial of the grievance.

## ARTICLE 23

### CONTRACTUAL GRIEVANCE PROCEDURE

#### A. Purpose.

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall prevent any employee from processing his own grievance, provided the Grievance Committee may be present as an observer at any hearing on the individual's grievance.

#### B. Definition.

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the specific and express written terms of this Agreement.

#### C. Steps of the Grievance Procedure.

The following constitutes the sole and exclusive method for resolving contractual grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

##### 1. Step One.

(a) An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence of the event being grieved by submitting the grievance in writing to the Department Director. An earnest effort shall be made to settle the difference between the aggrieved employee and the Department Director for the purpose of resolving the matter. Failure by the grievant to act within the said ten (10) days shall be deemed to constitute an abandonment of the grievance.

- (b) (1) The specific contract provision(s) or policies that have been violated;
- (2) The grievant(s);
- (3) The nature and extent of the injury or loss;
- (4) The result of any previous discussions;
- (5) The reason for dissatisfaction with the previous discussions; and
- (6) The precise remedy sought.



(c) The Department Director shall render a decision in writing within five (5) days after receipt of the grievance.

2. Step Two.

(a) In the event the grievance has not been resolved through Step One, then within five (5) days following the determination of the Department Director or his designee, the grievant shall submit the grievance to the Business Administrator of the City of Jersey City. Failure by the grievant to act within the five (5) days shall be deemed to constitute an abandonment of the grievance.

(b) In the event either party deems it valuable, a meeting shall be held between the Business Administrator or his designee and the grievant and his representative. A written answer to said grievance shall be submitted within ten (10) days from receipt of the grievance or the holding of the conference by the Business Administrator, whichever is later.

3. Step Three.

(a) If the grievance is not settled through Steps One and Two, either party may refer the matter to the Public Employment Relations Commission (PERC) within ten (10) days after the determination by the Business Administrator. An Arbitrator shall be selected pursuant to the rules of the PERC. Failure to file the request for arbitration with PERC within the ten (10) day period shall constitute an abandonment of the grievance.

(b) However, no arbitration hearing shall be scheduled sooner than twenty-two (22) days after the final decision of the Business Administrator. In the event the aggrieved elects to pursue his Civil Service remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration and the Union shall pay costs incurred by the City in processing the matter to arbitration.

(c) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way, the provisions of this Agreement or any amendment or supplement thereto.

(d) The costs for the services of the Arbitrator shall be borne equally between the City and the Union. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the party incurring same.

(e) The decision shall be final and binding on all parties.

D. Miscellaneous Provision.

1. The Union President, or his authorized representative, may report an impending grievance to the Department Director in an effort to forestall its occurrence.

The Union shall be a party to each and every grievance whether or not the grievant was a member or non-member of the Union.

Failure to respond by the City's representative at any step of the grievance procedure shall be deemed a denial of the grievance.

**ARTICLE 24**  
**VACATIONS**

A. All permanent employees shall be entitled to the following vacations, except as set forth below:

Amount of Service	Vacation Days
Up to the end of the 1st calendar year of employment	1 day for each month
1st full calendar year of service	12 days
2 to 5 years of service	17 days
6 to 10 years of service	20 days
11 to 15 years of service	25 days
16 years and over	30 days

The following vacation schedule shall apply to those hired into this unit between April 13, 1992 and December 31, 1996, provided that any employee demoted or transferred from other City bargaining units on or after April 13, 1992, who at the time of such demotion or transfer was in the employ of the City in another bargaining unit shall suffer no loss in the level of vacation benefits enjoyed by him or her and paid by the City prior to becoming a member of this bargaining unit:

Amount of Service	Vacation Days
Up to the end of the 1st calendar year	1 day/month
Next full calendar year	12 days
2 to 5 years of service	15 days
6 to 10 years of service	18 days
11 to 15 years of service	22 days
16 years and greater years of service	25 days

The following vacation schedule shall apply to those hired into this unit after December 31, 1996, provided that any employee demoted or transferred from other City bargaining units after December 31, 1996, who at the time of such demotion or transfer was in the employ of the City in another bargaining unit shall suffer no loss in the level of the benefits enjoyed by him/her and paid by the City prior to becoming a member of this bargaining unit.

Vacations for new hires employed after December 31, 1996 shall be as follows:

Amount of Service	Vacation Days
Up to the end of the 1st calendar year	1 day/month
Next full calendar year	12 days
2 to 5 years of service	13 days
6 to 10 years of service	15 days

11 to 15 years of service	18 days
16 years and greater years of service	20 days

B. All temporary employees shall be entitled to the following vacation:

Up to end of 1st year of service (not to exceed 10 days)	1 day for each month
Every year thereafter	10 days

C. Vacation time not granted employees shall accumulate for the next succeeding year only.

D. Upon request at the end of each calendar year, the City shall notify the employee of the number of vacation days the employee has due.

E. All descriptions of vacation time in 'Days' relates to the current daily work schedules of either 7.5 or 8.0 hour days as set forth in Article 15(A) above. It is understood that any alteration of the work day shall require a recalculation of vacation time.

# **ARTICLE 25** **SICK LEAVE**

A. All employees shall be entitled to sick leave with pay based on their accumulated years of service.

1. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Failure to notify the Division Director or his/her designee within the timeline set forth herein shall be cause for denial of a paid sick day, and constitute cause for disciplinary action.

B. Amount of Sick Leave.

1. All permanent employees shall be entitled to one (1) day for each month of the first calendar year of employment and fifteen (15) days in each calendar year thereafter.

2. Any amount of sick leave not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes as set forth above.

3. The City at the end of each calendar year shall notify the employee of the number of sick days the employee has remaining after deducting sick days used and determining the accumulation of same.

4. All temporary employees shall be entitled to one (1) working day for each month of the first calendar year of employment not to exceed ten (10) work days, and then ten (10) working days for each calendar year thereafter.

5. Paragraph 2 and 3 of this Section B shall apply to permanent and temporary employees.

C. Reporting of Absence on Sick Leave

1. If any employee is absent for reasons that entitle him to sick leave the employee's Division Director or his designee shall be notified by the employee within thirty (30) minutes after starting time.

2. Employees on sick leave for a duration of (1) or more consecutive work days up to ten (10) consecutive work days must notify their division director or his designee on a daily basis. After exceeding ten (10) consecutive work days on sick leave; an employee must notify their division director or his designee on every Monday (or Tuesday if Monday is a Holiday) as to their continuance of sick leave.

3. Absence without notice or absence without authorized leave for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave.

1. An employee who has been absent on sick leave for five (5) or more consecutive working days shall be required to submit medical evidence substantiating the illness.

2. The appointing authority may require proof of illness of an employee on sick leave, notwithstanding the above provision, where abuse is suspected. Abuse of sick leave may be cause for disciplinary action under the guidelines herein set forth. The City shall have the right to direct an employee on sick leave to its medical provider, for physical examination.

3. Absence due to exposure to contagious disease shall be accepted only if the Department of Health has declared the employee exposed and proof of same shall be obtained by the City from the Department of Health. Only a note from a physician will serve as evidence that an employee has been exposed to a contagious disease within the meaning of Paragraph A, Section 2 above.

4. The City may require an employee who has been absent because of personal illness, as a condition of the employee's return to duty, to be examined by a physician designated by the City at the expense of the City.

**ARTICLE 26**  
**PROMOTIONAL ANNOUNCEMENTS**

A. Notice of examinations for promotional jobs or promotions shall be posted on all bulletin boards, and a copy shall be forwarded to the Union President.

B. Promotions shall be made in accordance with Civil Service Law.

C. Examinations shall be conducted in accordance with Civil Service procedures.

**ARTICLE 27**  
**OUT-OF-TITLE WORK**

Where an employee is assigned to perform the duties of a higher classified position for a period of short duration that employee shall be considered in an "out-of-title" capacity, and shall receive an additional five (\$5.00) dollars for each full day of such "out-of-title" service. In order to qualify for out-of-title pay, the employee's division director or his or her designee must assign and approve the higher title work prior to performance of such work.

**ARTICLE 28**  
**INSURANCE, HEALTH AND WELFARE**

A. The City shall provide health insurance coverage for its employees as set forth below:

1. Commencing on the effective date of this Agreement, all new hires shall be entitled to the Direct Access Blue Cross/Blue Shield Plan or one of the HMO Plans offered at the time of the effective date of this Agreement, at the employees choosing, paid for by the City. All active employees shall be transferred to the currently offered Direct Access Blue Cross/Blue Shield Plan or one of the HMO plans offered at the time of the effective date of this Agreement, at the employee's choosing, no later than July 1, 2010.

B. Effective January 1, 2013, increase the annual optical from \$100.00 to \$125.00.

C. Amend Paragraph G to implement prescription co-pays as follows:

1. Retail:

- a. Effective May 1, 2013, \$2.00 generic/\$22.00 name brand.
- h. Effective January 1, 2014, \$2.00 generic/\$23.00 name brand.

2. Mail Order (90-day supply; 2 x retail for 30 days)

- a. Effective May 1, 2013, \$4.00 generic/\$44.00 name brand.
- b. Effective January 1, 2014, \$4.00 generic/\$46.00 name brand.

3. Prescriptions \$1000 or more (Mail Order 90-Day Supply)

- a. Rx costing \$1000-\$1999      \$50.00 co-pay
- b. Rx costing \$2000-\$2999      \$100.00 co-pay
- c. Rx costing \$3000 plus      \$150.00 co-pay

D. Add to this Article: "HGH drugs to enhance normal functions or "fountain of youth" purposes, such as anti-aging, the improvement of athletic performance, or memory enhancing, are excluded from coverage, unless medically necessary.

E. Add to this Article: "Effective for employees who retire on or after July 1, 2013, annual out-of-pocket maximum shall be \$1355.00 (current New Jersey State Health Benefits Plan maximum) per person for prescription drug co-payments. The maximum shall increase as the maximum for the State Health Benefits Plan increases

It will be mandatory for all drugs that are defined as maintenance drugs by the United States Food and Drug Administration (FDA) to be bought through mail order (when available). However, the co-pay on the first two prescriptions filled on any maintenance drug, whether that drug is over \$1,000.00 in cost or not, will be at the retail co-pay rate for either a generic or brand drug following which the employee will be responsible for the mail order co-pays set forth above depending on the cost of the particular drug.

The following will apply to employees hired into this bargaining unit on or after April 13, 1992, provided that any employee demoted or transferred from other City bargaining units on or after April 13, 1992 who at the time of such demotion or transfer was in the employ of the City in another bargaining unit shall suffer no loss in the level of prescription plan benefits enjoyed by him or her and paid by the City prior to becoming a member of this bargaining unit

1. The City will provide a prescription plan for employees only in accordance with the terms of this Article.
  2. No coverage will be provided at the City's expense on behalf of dependents of the employee.
- F 1. The optical plan reimbursement shall be one twenty five dollars (\$125.00) per year.

2. Only those employees submitting a request for reimbursement within ninety (90) calendar days of receipt of the service shall be eligible for reimbursement.

G. The City will maintain the current dental program for the life of this Agreement for all employees, that is, coverage for employees and their dependents.

H. Retirees shall have an annual maximum out-of-pocket Cap of \$1,082.00 per person for prescription drug co-payments. Once a retiree or dependent has paid \$ 1,082.00 in co-payments in a calendar year, that person is no longer required to pay any prescription drug co-payments for the remainder of that calendar year.

## ARTICLE 29 WAGES

A. Wage rates or bonuses for all full time employees within the bargaining unit shall be paid in accordance with the following schedule:

Apply the following increases to base pay:

- |  |                      |
|--|----------------------|
| A. Effective and retroactive to 7/1/11 | \$350.00 to base pay |
| Effective and retroactive to 1/1/12    | \$1000.0 to base pay |
| Effective and retroactive to 1/1/13    | \$1000.0 to base pay |
| Effective 1/1/14                       | \$1000.0 to base pay |

Wage increases for part time employees shall be pro rated in accordance with existing past practice.

B. If an employee receives a raise that would increase his/her salary past the maximum salary for that employee's labor grade, then the maximum salary amount of that labor grade will increase to encompass the employee's raise.

C. If an employee is on extended leave, his check may be mailed upon written authorization from the employee.

D. Any error in an employee's paycheck of one day's pay or more shall be corrected by a supplemental check within eight (8) days.

E. In addition to the wage increases set forth above, any employee who, in the discretion of the Director, is engaged in "high bucket" work shall receive an additional payment of fifty (\$50.00) dollars per day.

### ARTICLE 30 TRANSPORTATION EXPENSE REIMBURSEMENT

A. Six (\$6.00) Dollars a Day.

1. Employees whose job does not require that they use their personal vehicle fifteen (15) days a month for the purpose of City Business and that when they use their vehicle the employee makes less than six (6) stops. Such use of the employee's personal vehicle must be authorized in advance in writing by the Department Director. All Transportation Expense Reimbursements are subject to verification of usage in the form of written documentation to be provided by the employee to the City and are subject to periodic review and audit by the Department Director and the Business Administrator.

2. The above rate may be combined with the rate of Twelve Dollars and Fifty Cents (\$ 12.50) per day depending on the number of stops an employee makes in a day. Only one rate shall apply on any given day.

B. Twelve Dollars and Fifty Cents (\$12.50) a Day.

1. Employees whose job does not require that they use their personal vehicle fifteen (15) days a month for the purpose of City Business and that when they use their vehicle the employee makes six (6) or more stops. Such use of the employee's personal vehicle must be authorized in advance in writing by the Department Director. All Transportation Expense Reimbursements are subject to verification of usage in the form of written documentation to be provided by the employee to the City and are subject to periodic review and audit by the Department Director and the Business Administrator.

2. This rate may be combined with the rate of Six (\$6.00) Dollars per day depending on the number of stops an employee makes in a day. Only one rate shall apply on any given day.

C. One Hundred and Twenty (\$120.00) Dollars Per Month.

1. Employees whose job require that they use their personal vehicle fifteen (15) days or more a month every month for the purpose of City Business and that when they use their vehicle the employee makes six (6) or less stops. Such use of the employee's personal vehicle must be authorized by the Department Director. All Transportation Expense Reimbursements are subject to verification of usage in the form of written documentation to be provided by the employee to the City and are subject to periodic review and audit by the Department Director and the Business Administrator.

2. Department Directors will be required to provide a list of all employees authorized to receive a monthly reimbursement of One Hundred and Twenty (\$120.00) Dollars a month. Only those employees included in the Department Director's list of authorized personnel shall be eligible for the One Hundred and Twenty (\$120.00) Dollar monthly reimbursement.

3. Daily deductions in the amount of Six (\$6.00) Dollars a day will be made for each exception (vacation, sick, personal business, leave of absence, did not report, hereavement, etc.) exceeding five (5) in any month.

4. Each month employees will be required to provide a daily log regarding the use of their personal vehicle throughout the month. Forms will be provided by each Department.

D. Two Hundred and Fifty (\$250.00) Dollars Per Month.

1. Employees whose job require that they use their personal vehicle fifteen (15) days or more a month every month for the purpose of City business and that when they use their vehicle the employee makes seven or more stops. Such use of the employee's personal vehicle must be authorized by the Department Director. All Transportation Expense Reimbursements are subject to verification of usage in the form of written documentation to be provided by the employee to the City and are subject to periodic review and audit by the Department Director and the Business Administrator.

2. Department Directors will be required to provide a list of all employees authorized to receive a monthly reimbursement of Two Hundred and Fifty (\$250.00) Dollars a month. Only those employees included in the Department Director's list of authorized personnel shall be eligible for the Two Hundred and Fifty (\$250.00) Dollar monthly reimbursement.

3. Daily deductions in the amount of \$12.50 a day will be made for each exception (vacation, sick, personal business, leave of absence, did not report, hereavement, etc.) exceeding five (5) in any month.

4. Each month employees will be required to provide a daily log regarding the use of their personal vehicle throughout the month, forms will be provided by each Department.

E. Reimbursement under the above rates will only be made on a monthly basis, providing that signed vouchers by the Department Director accompanying the requests.

F. Part-time employees shall receive a pro-rated amount of reimbursement.

**ARTICLE 31**  
**FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all hargainable issues which were or could have been the subject of negotiations.



**ARTICLE 32**  
**SAVINGS-CLAUSE**

If any provision of this Agreement is found to be invalid by Legislation, by a Court or Administrative Agency, of competent authority, it shall be deleted from the contract, and the remainder of the contract shall remain intact. If the above should occur, the parties shall meet immediately to negotiate a new provision in place of the invalid provision where monetary provisions are involved.

**ARTICLE 33**  
**MISCELLANEOUS**

A. In the event an employee is suspended as a result of disciplinary action, the Union shall be forthwith notified of said action. No employee shall be disciplined except for just cause.

B. Part-time employees (those employees working twenty [20] hours or over) shall receive hospitalization, life insurance and a pro-rata share of monetary increases, personal, sick, vacation and holiday time off mandated by this Agreement.

C. When annual amounts of sick leave, vacation leave and personal leave are expressed in this contract in terms of "days" each one of those "days" shall be defined as 7 ½ hours for all employees working 1,957.5 hours annually and as 8 hours for all employees working 2,088 hours annually regardless of the actual daily work schedule of a particular employee, so that, by way of example, an employee working 2,088 hours annually on an 8 hour per day work schedule who is entitled to 20 days of vacation will be entitled to 160 hours of annual vacation leave debited at 8 hours for each work day of vacation taken, while another employee, working the same 2,088 hours annually, on a 10 hour per day work schedule who is also entitled to 20 days of vacation will also only be entitled to 160 hours of annual vacation leave debited at 10 hours for each work day of vacation taken. The purpose of this paragraph is to insure that all employees receive the same amount of vacation hours based upon their aggregate annual work hours regardless of their work schedule or the length of their work day.

D. "The City shall pay for all training that is necessary to obtain and maintain all licenses that are necessary for an employee to perform his job. If training is during work hours, the employee shall be released without loss of pay. The City shall also pay for all required licenses and certifications."

E. The City and the Union will share equally in the cost of the printing of contracts. The Union guarantees fifty (50) copies of the contract to be supplied to the City.

F. All personnel information as permitted by law will be available to members of the bargaining unit upon prior notice to the Department Director.

G. The City will furnish employees with necessary special tools, either individually, or by setting up a central tool shed with a replacement arrangement for broken tools or tools not usable because of normal wear and tear, provided that the decision as to what special tools are necessary shall be determined by the Department Director.

H. The City shall not be required to augment the funds provided under any grant program in order to fund salary increases provided under this Agreement. Any increases provided to such employees shall be funded only to the extent possible with funds available through the grant program.

I. The City and Union agree to jointly study the feasibility of instituting a self-supporting disability program.

**ARTICLE 34**  
**TERM AND RENEWAL**

This Agreement shall be in full force and effect as of July 1, 2011 and shall remain in effect to and including Dec 31, 2014 without any re-opening date.

This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice in writing, no sooner than one hundred fifty (150) days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. Bargaining for a successor Agreement shall commence on or about April 1, 2011.

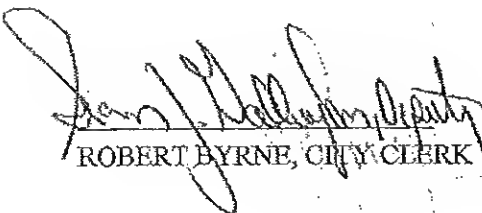
JERSEY CITY PUBLIC EMPLOYEES, INC., LOCAL 245


   
ROBERT BRADY, PRESIDENT & GARY MANAGERI, RECORDING SECRETARY

DATE: FEBRUARY 27, 2014

ATTEST:

CITY OF JERSEY CITY

  
ROBERT BYRNE, CITY CLERK

  
ROBERT KAKOLESKI,  
BUSINESS ADMINISTRATOR